City of Knoxville
City Council Meeting
Tuesday, September 8, 2020 at 6:15 p.m.
Teleconference

1. Call To Order

MEMBERS PRESENT:

Mayor Brian Hatch ____, Council Member Megan Suhr___, Council Member John Gotta____,Council Member Dylan Morse ____, Council Member Justin Plum_____, Council Member Jyl DeJong_____.

2. Citizen/Public Comments

Discussion

---

3. Consent Agenda

3.I. Approve City Council Meeting Minutes Of August 17, 2020

Documents:

08-17-20 COUNCIL MINUTES.PDF

3.II. Approve City Council Work Session Meeting Minutes Of August 17, 2020

Documents:

08-17-20.PDF

3.III. Accept Library Board Meeting Minutes Of August 19, 2020

Documents:

LIBRARY MINUTES.PDF

3.IV. Accept Housing Board Meeting Minutes Of July 20, 2020

Documents:

HOUSING BOARD MINUTES.PDF

3.V. Accept Airport Commission Meeting Minutes Of July 11, 2020

Documents:

AIRPORT MINUTES.PDF

3.VI. Approve Resolution Accepting Easement For The Highway 14 Resurfacing Project In The City Of Knoxville, Iowa

Documents:

REGENCY KNOXVILLE EASEMENT.PDF
RES 09-39-20 REGENCY KNOXVILLE EASEMENT.PDF

3.VII. Approve Resolution Accepting Easement For The Roche Street Culvert Project In The City Of Knoxville, Iowa

Documents:

KING EASEMENT.PDF
RES 09-38-20 KING EASEMENT.PDF

3.VIII. Set A Public Hearing For September 21, 2020 At 6:15 P.m. Regarding The Knoxville Zoning Code Relating To Camping In The City Limits

4. Item Agenda

4.I. Approve Change Order #1 For The Competine Trail Project

Documents:

CHANGE ORDER TRAILS.PDF

4.II. Approve Payment Of Claims

5. Reports

A. Mayor's Report
B. City Manager's Report

6. Adjourn

Motion_____ Second_____
Vote _____ Time _____

_____
Tricia Kincaid, City Clerk

COUNCIL MINUTES
August 17, 2020

The City Council of the City of Knoxville, Iowa convened in regular session Monday, August 17, 2020 at 6:15p.m. via teleconference. Mayor Brian Hatch presided and the following Council Members were present: Megan Suhr, John Gotta, Dylan Morse, Justin Plum and Jyl DeJong. Staffs present were City Manager Aaron Adams, City Clerk Tricia Kincaid, Police Chief Aaron Fuller and Fire Chief Cal Wyman.

Motion by Suhr; seconded by Plum to approve the consent agenda as follows, all ayes.

1. Approve City Council Meeting Minutes of August 3, 2020
2. Accept Water Board Meeting Minutes of August 11, 2020
3. Approve Class C Liquor License for One Eleven Public House
4. Approve Class C Liquor License for Peace Tree Brewing
5. Approve Resolution Accepting Easement for the Highway 14 Resurfacing Project in the City of Knoxville, Iowa
6. Approve Resolution Accepting Easement for the Roche Street Culvert Project in the City of Knoxville, Iowa
7. Set a Public Hearing for September 7, 2020 at 6:15 p.m. regarding the Knoxville Zoning Code Relating to Camping in the City limits

Mayor Hatch announced now was the time and place for a public hearing to disposal of interest in real property. The hearing was opened at 6:17 p.m., filing of affidavit was August 11, 2020. The Mayor explained this is disposing of the right of way area along Marion Street where the bridge was removed. There was no written comments or objections and no oral comments or objections. Motion by Gotta, seconded by DeJong to close the hearing at 6:20 p.m.; all ayes.

Motion b Suhr, seconded by DeJong to approve Resolution directing the sale of an interest in real property at $.10 a square foot including publication costs following the public hearing; all ayes.

Motion by Morse, seconded by Plum to approve Resolution to guarantee local match for the Central Iowa Housing Trust Fund. Andrew Collings presented on projects and funding; all ayes.

Motion by Morse; seconded by Plum to approve payment of claims; all ayes.

90612	ABSOLUTE CONCRETE	PAY AP #3 COMPETINE TRAIL	$117,868.87
90613	ACCO UNLIMITED CORPORATION	CHLORINE	$877.60
90614	ALEXIS FIRE EQUIPMENT	ADAPTORS FOR 313	$938.78
90615	ATOMIC TERMITE & PEST CONTROL	MONTHLY SPRAY	$80.00
90616	B & B BEDDING	WOOD CHIPPER FOR AULD PARK	$2,009.00
90617	KEEPITSAFE, INC.-LIVEVAULT	90 DAY BACKUP	$233.02
90618	JESSICA BACON	LIFEGUARD COURSE REFUND	$160.00
90619	JOE BIAGIOLI	SHELTERHOUSE REFUND	$55.00
90620	BROWN'S SANITATION	12 YD ROLL OFF	$962.80
90621	DARREL BROWN	JULY HEALTH PREMIUMS	$345.32
90622	CENTRAL SALT, LLC	DEICING SALT	$6,902.52
90623	CITY OF KNOXVILLE	RANDY PUYEAR PREMIUMS	$271.76
90624	THE DES MOINES REGISTER	COUNCIL MEETING JUNE-JULY	$517.76
90625	ECONO SIGNS LLC	NO PARKING THIS SIDE SIGNS	$789.07

90626	ELECTRICAL ENGINEERING &	GENERATOR SERVICE	$525.00
90627	EMPLOYEE BENEFIT SYSTEMS	RANDY PUYEAR PREMIUMS	$1,919.92
90628	EXCEL MECHANICAL CO INC	COMPRESSOR FOR AC	$10,270.00
90629	GALLS INC	POLO SHIRT	$49.10
90630	HAWKEYE TRUCK EQUIPMENT	BACK RACK	$278.00
90631	HUBES GARAGE	PD 34 BRAKE PADS	$599.66
90632	INTERNATIONAL CODE COUNCIL	C. GREENE MEMBERSHIP DUES	$135.00
90633	IOWA DIVISION OF LABOR SERVICE	BOILER INSPECTION EAST ELEMENT	$230.00
90634	IOWA PUMP WORKS	REPLACEMENT OF PUMP	$16,386.47
90635	JETCO, INC	NEW TRANSDUCERS AND HYDRO	$9,033.11
90636	KNOXVILLE AVIATION	CONTRACT CHARGE	$3,467.91
90637	KNOXVILLE FARM & HOME INC	TRAINING CENTER SUPPLIES	$1,091.93
90638	KNOXVILLE WATER WORKS	WATER FOR GEBHARDT HOUSE	$35.21
90639	KONE INC	ELEVATOR MAINTENANCE	$207.00
90640	LISCO	PHONE/INTERNET	$2,169.66
90641	MERCYONE	PHYSICAL- WEPPLER	$850.00
90642	MIDAMERICAN ENERGY COMPANY	CITY HALL	$774.84
90643	VICKI MILLER	RESCUE OVERPAYMENT	$1,105.16
90644	MINUTEMAN INC.	WINDOW ENVELOPES	$120.64
90645	NAPA	AIR FILTER	$167.83
90646	NATIONAL PAPER & SAN SUPPLY	SCREEN & ENZYME CLEANER	$31.79
90647	VIOLET NEFF	SHELTER REFUND	$35.00
90648	O'REILLY AUTOMOTIVE INC	BATTERY TESTER	$59.99
90649	OFFICE DEPOT	PAPER/AIR FRESHENER	$99.38
90650	RACEWAY TIRE & EXHAUST	TIRE REPAIR	$18.00
90651	RAILROAD MANAGEMENT COMPANY	RR CROSSING LIC FEE	$258.95
90652	RAMAEKER SCREEN PRINTING	FACE MASKS	$240.00
90653	RED LION RENEWABLES LLC	WWTP	$6,887.12
90654	MATT REED	HANGAR REFUND	$60.00
90655	ROMAR	ANTIFREEZE, FILTER, BATTERY	$538.21
90656	SCI COMMUNICATIONS INC	CHANGE OF ACCESS FOR KEVIN	$47.50
90657	K & L THOMPSON, LLC	BATTERY FOR MOWER	$107.14
90658	SMITH FERTILIZER & GRAIN INC	GLYSTAR PLUS	$80.82
90659	SNYDER & ASSOCIATES INC	2021 STREETS IMPROVEMENTS	$19,244.50
90660	STORY CONSTRUCTION	REMOVAL/INSTALL OF PUMP	$19,220.00
90661	TK CONCRETE INC	ROCHE ST CULVERT PAY APP #4	$193,100.46
90662	TRUE VALUE HARDWARE INC.	HOSE, SHUT OFF COUPLER	$86.23
90663	US CELLULAR	CELLPHONE	$297.23
90664	VAN WALL EQUIPMENT	BLADES FOR MOWERS	$134.58
90665	VERIZON	HOT SPOT	$80.02
90667	VISA	WATER RESCUE MANIKIN	$3,170.35
90668	WALMART COMMUNITY	TRAINING CENTER SUPPLIES	$221.77

90669	WINDSTREAM	ALARM LINE	$151.46

Mayor's Report: Thank you to the Police Department for the Helmets and Hot Dogs event. Would also like to thank the raceway, staff, public health and everyone involved in making the races happen.
City Manager: Thank you to everyone for putting in the hard work to make the races happen. Also, to all the fans that came from out of town and who did social distance during this time. #maskupknoxville being promoted by the City, School District, Hospital and Chamber of Commerce, encouraging people to wear their mask. Thank you, Andrew Collings, for the presentation tonight and all of his hard work in getting the trust fund started.
Police Chief Aaron Fuller: Will be working with all parties involved in races next season, had several officers out patrolling than in the past. Had a lot of positive feedback.
Fire Chief Cal Wyman: The command post this year at Young's Park worked well. Will continue that next year.
Motion by Gotta, seconded by Plum to adjourn at 6:43 p.m.; all ayes.

_____
Brian Hatch, Mayor

ATTEST:

_____
Tricia Kincaid, City Clerk

COUNCIL PROCEEDINGS

The City Council of the City of Knoxville, Iowa convened in a Work Session on Monday, August 17, 2020 at 5:00 p.m. Mayor Brian Hatch presided and the following Council members were present: Megan Suhr, John Gotta, Dylan Morse, Justin Plum and Jyl DeJong. The following staff members were present: City Manager Aaron Adams, City Clerk Tricia Kincaid and Planning & Zoning Administrator Bill Mettee.

This was a joint meeting with members of the Planning & Zoning Board. The following members were present: Mike Conner Jr., Kirsten Meyers, Mike Cox and Lucas Young. There was discussion regarding the Knoxville Zoning Code relating to camping within the city limits.

Being no further business, Motion by DeJong seconded by Morse to adjourn at 5:41 p.m., motion carried unanimously.

Brian Hatch, Mayor

ATTEST:
Tricia Kincaid, City Clerk

Library Board of Trustees Meeting
August 19, 2020

The Knoxville Public Library Board of Trustees met at the library on Wednesday, August 19, 2020. Members present were Bob Leonard, Jean McKay, Harv Sprafka, Pat Wilson, and Scott Ziller. Absent: Lindsey Carlson and Mary Lane. Guest: Hannah Vander Veer, director at the Chamber.

The meeting was called to order by Pat Wilson. Jean McKay moved, Harv Sprafka seconded to approve the minutes of the July 15, 2020 meeting as mailed. Motion passed unanimously.

Under Correspondence, Roslin reported that the library recently renewed its accreditation at Tier 3 until June 30, 2023. Michael Scott, State Librarian, sent a congratulatory letter and a certificate. The Marion County Community Foundation sent a report on the library's endowment. The ending balance as of June 30, 2020 is $54,478.75.

At this point, Hannah was invited to give the Chamber report. The pandemic has resulted in a loss of income for the Chamber this year. Bob Leonard moved, seconded by Jean McKay to waive the rent for the Chamber through the rest of the year. Motion passed.

Roslin gave the librarian's report for July 2020. Average number of visits is 75 people each day. The library is at reduced hours but will be open until 8 p.m. on Tuesday (added to Thursday night) when school resumes. The board would like to resume Saturday hours beginning in October.

3,509 printed materials were checked out, with 797 non-print. Most programs are on-line during the pandemic and will remain so until the end of the year out of caution. The library is offering a series of 4 classes on voter education starting on Sept. 16. Story time will be on-line for now, but there will be grab-n-go activity kits for parents and kids.

The Association for Small and Rural Libraries conference will be virtual and five staff members are interested in attending at a reduced group rate. The ILA conference is also on-line in October. The county-wide trustee training with the State Library consultant will be on Sept. 3 as a combination of in-person and on-line session. Trustee training is one standard of many for accreditation status.

The State Library is starting a new service called Bold360 Chat for which Roslin will sign the library. The mobile hotspots started circulating this week in time for school.

Under the Media Strategy Plan, Roslin will publish the September calendar as well as promote upcoming programs.

Harv Sprafka moved, Scott Ziller seconded that the financial report for July be approved. Motion was unanimous. Jean McKay moved, Harv Sprafka seconded the city trust report for July be accepted. Motion was unanimous. Harv Sprafka moved, Scott Ziller seconded the approval for payment of bills for August. Motion passed unanimously, and a copy is attached to the minutes.

Under Unfinished Business, Roslin said that the library consultant, Maryann Mori, had presented a webinar on Friends and Foundations and may be able to answer additional questions that the Board may have.

There being no further business, the meeting was adjourned. The next regular meeting will be held Wednesday, September 16, 2020 at 8:00 AM at the Knoxville Public Library.

Roslin Thompson, secretary

MINUTES

Low Rent Housing Agency of Knoxville
Location: Conference Room of the Housing Agency
July 20, 2020

Present: Board Chairman, Don Croghan, Board Vice-Chairman, Jerrold Jordan and Board Member(s) Annie Leonard. Also present was Executive Director Susan Swartzendruber, Secretary for the Board.

Absent Board Member(s): Brent Hanna & Teresa Higginbotham.

Motion by Jerrold Jordan with second by Annie Leonard to accept the consent agenda. The consent agenda included the minutes of the Annual Board Meeting of June 15, 2020, minutes of the regular Housing Board Meeting of June 15, 2020, the occupancy report, and the stop loss monitoring report. All voted aye.

Motion by Jerrold Jordan with second by Annie Leonard to approve the payment of claims. All voted aye.

Resolution by Annie Leonard with second by Jerrold Jordan to accept the SEMAP score rating. This score rates the Housing Choice Voucher program. The Housing Agency received an 81% in 2019 and is considered a standard performer. The 2020 score will remain the same as the 2019 score, unless an agency requests it be evaluated again. All voted aye to approve the 81% score for 2020.

Discussion/Resolution to approve the Declaration of Trust for the 2019 Operating Funds was made by Jerrold Jordan with second by Annie Leonard. All voted aye.

Discussion and Resolution to approve updated General Depository Agreement. Housing Agencies are required to select depositories of its funds with financial institutions whose deposits or accounts are insured by FDIC or NCUSIF. Annie Leonard made the Resolution to approve the updated General Depository Agreement with second by Jerrold Jordan. All voted aye.

Motion by Annie Leonard with second by Jerrold Jordan to approve the monthly financial statements for May & June 2020 for both programs. All voted aye.

Motion by Jerrold Jordan with second by Annie Leonard to adjourn the meeting. All voted aye.

Don Croghan, Board Chairman
VICE
JERROLD W. JORDAN

Susan Swartzendruber, Secretary

KNOXVILLE AIRPORT COMMISSION – July 11, 2020

The Knoxville Airport Commission met by conference call on July 11, 2020 at 7:15 a.m. with Ella Crawford, Dixie Brown, Larry Smith and Loren Steenhoek. Commission Chairman, Wayne Westberg; Airport Manager, Dan Van Donselaar; and Janet Westberg, Secretary were physically present.

Wayne Westberg moved and Dixie Brown seconded a motion to waive reading and approval of the recent minutes. Motion carried.

Hangar Currency: No report. FTAC requests a current statement.

Airport Project List: Discussion only.

Update on Runway 15/33: July 15 is the target completion date. Painting of lines and final walk thru will be soon.

Update on new Hangar Project: The tenant will be notified and invited to share in design plans for the hangar. The drawings will be ready soon.

Claims: Ella Crawford moved and Larry Smith seconded a motion to approve the claims. Motion carried.

Airport Manager Report and Safety Checklist: Dixie Brown moved and Ella Crawford seconded a motion to approve this report. Motion carried.

WAYNE WESTBERG, Airport Commission Chairman

ATTEST:

Janet Westberg, Secretary

PERMANENT EASEMENT
Recorder's Cover Sheet

Preparer Information:

Robert L. Stuyvesant
PO Box 517
Carlisle, Iowa 50047
Telephone: (515) 989-3263

Taxpayer Information:

Regency Knoxville LLC, 380 Cross Pointe Blvd, Evansville, IN 47715

Return Document To:

Robert L. Stuyvesant, PO Box 517, Carlisle, Iowa 50047

Grantors:

Regency Knoxville LLC

Grantees:

City Of Knoxville, Iowa

Legal Description:

See Attached Exhibit A

Document or instrument number if applicable:

_____

Prepared by and
Return to: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517, Carlisle, IA 50047

PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Regency Knoxville LLC (hereinafter called "Grantor") in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to be paid by the City of Knoxville, Iowa does hereby convey onto the City of Knoxville, Marion County, Iowa (hereinafter called "Grantee") a perpetual nonexclusive Easement for the installation and maintenance of a traffic control device and appurtenances thereto, under, over, through and across the following described real estate:

See Attached Exhibit A

(hereinafter called *'Easement Area')* for the purpose of the Grantee constructing, reconstructing, repairing, enlarging and maintaining a traffic control device, together with necessary appurtenances thereto, under, over, through, and across said Easement Area (the "Easement").

This Easement shall be subject to the following terms and conditions:

1. STRUCTURES IN EASEMENT AREA. Grantor shall not erect any structure over or within the Easement Area. Grantee may only construct or otherwise install a traffic control device in the Easement Area.

2. CHANGE OF GRADE PROHIBITED. Grantor nor Grantee shall change the grade, elevation or contour of any part of the Easement Area.

3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.

6. CONSTRUCTION. Construction and installation of any traffic control device shall be at the sole cost and expense of the Grantee. By acceptance hereof, Grantee agrees to bury any conduits and, to the greatest extent possible, any and all improvements related to the traffic control device below the surface to a sufficient depth to avoid

interference with the enjoyment of the surface by the Grantor, its successors and assigns. Construction and installation of the traffic control device shall be in accordance with all applicable laws, rules and regulations. Grantee's exercise of its rights under this Easement shall not materially impact traffic flow on Rock Island Street nor result in a diminution of parking spaces on Grantor's property or interfere with access to Grantor's property. Any maintenance or repair of the traffic control device shall comply with the terms herein. Grantee shall not undertake, permit, nor omit to take any action which results in a lien or encumbrance being imposed on the Easement Area or Grantor's property, and shall cause any such liens or encumbrances to be immediately released of record at Grantee's sole cost and expense.

7. INDEMNIFICATION; RESTORATION OF PROPERTY. Grantee by its acceptance of this Easement Grantee agrees that it shall indemnify, defend and hold Grantor and Grantor's members, directors, officers, employees, contractors and agents, their respective successors and assigns, harmless against any claims, damages, losses or expenses (including reasonable attorney's fees and court costs) arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses to the extent caused by the gross negligence or willful misconduct of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

If any damage or disturbance to Grantor's property is caused by Grantee's exercise of its rights under this Easement, Grantee, at Grantee's expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage or disturbance.

8. NO INTERFERENCE WITH BUSINESS ACTIVITIES. The use of the Easement herein granted and the rights related thereto shall not interfere with the normal business activities, operations or development of Grantor's business and property.

9. MORTGAGEE ACKNOWLEDGEMENT. Notwithstanding anything herein to the contrary, the Easement shall be of no force or effect unless and until each mortgagee of real property comprising the Easement Area executes the Mortgagee's Acknowledgement attached hereto and by this reference made a part hereof.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the
Easement herein; and said Grantor covenants to WARRANT AND DEFEND specially the said premises against the lawful claims of all persons claiming by, through or under Grantor but against none other.

Grantee agrees not to transfer, assign, or sublet, in whole or in part, this Easement, the Easement Area or the rights granted herein without Grantor's prior written consent, which consent may be withheld, delayed or conditioned in Grantor's sole discretion. Any transfer in violation of the provisions above shall be void and of no force or effect. Nothing

herein, express or implied, is intended to or shall confer upon any party other than Grantor and Grantee any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Easement. No modification, amendment, or change of this instrument shall be valid or binding unless the same is in writing and signed by Grantor and Grantee

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Signature pages follow.]

Effective this 17th day of AUGUST, 2020.

Regency Knoxville LLC, a
Delaware limited liability company

By: Regency Commercial Associates LLC,
its Manager

By: _____
Kevin L. Hammett, President & CEO

STATE OF INDIANA,

COUNTY OF VANDERBURGH, TO-WIT:

The foregoing instrument was acknowledged before me this ~~18th~~ 17th day of August, 2020 by Kevin L. Hammett the President and CEO of Regency Commercial Associates LLC, manager of Regency Knoxville LLC, a Delaware limited liability company, on behalf of said company.

WITNESS MY HAND AND SEAL this ~~18th~~ 17th day of August, 2020.

My Commission Expires:
8/4/2021

My County of Residence:
Vanderburgh

_____
Signature of Notary Public

_____
Printed Name of Notary Public

NOTARY PUBLIC SEAL INDIANA
JENNIE L JOLLY
Notary Public, State of Indiana
Vanderburgh County
Commission # 646345
My Commission Expires
August 04, 2021

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF MARION

I, Tricia Kincaid, City Clerk of the City of Knoxville; Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No. _____, passed on the _____ day of _____, 2020, thereby binding the City of Knoxville, Iowa to perform the obligations set forth in the foregoing Easement and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____day of _____, 2020.

_____
Tricia Kincaid
City Clerk of Knoxville, Iow

MORTGAGEE'S ACKNOWLEDGEMENT

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14, joins in the execution of this Easement solely for the limited purpose of acknowledging the terms and conditions hereof and, to the extent applicable, consenting to the recordation of this Easement as an encumbrance upon the property upon which it holds a monetary lien.

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14

By: Midland Loan Services, a division of
PNC Bank, National Association,
Its Attorney-in-Fact

By: _____
Name: _____
Title: Timothy E. Steward
Senior Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on August 14, 2020, by Timothy Steward, as Senior Vice President of Midland Loan Services, a division of PNC Bank, National Association, the Attorney-in-Fact for WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14.

Andie N. Burch
Print Name: Andie N. Burch
Notary Public in and for said
County and State Johnson County, KS

NOTARY PUBLIC - State of Kansas
ANDIE NICOLE BURCH
My Appt. Expires 9-24-23

74450727.1

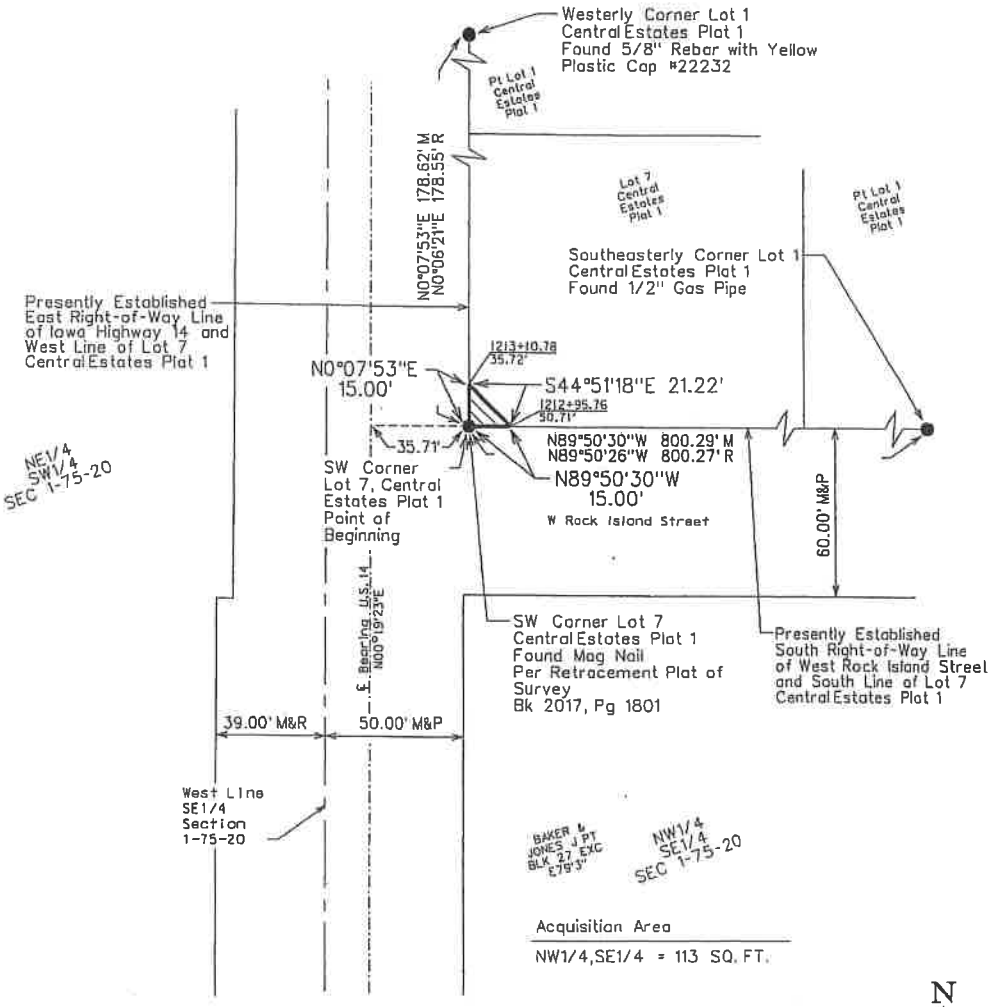
My Appointment Expires:

_____

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY MARION STATE CONTROL NO. _____
PROJECT NO. NHSN-014-3(52)--2R-63 PARCEL NO. 12
SECTION 1 TOWNSHIP 75 RANGE 20
ROW-FEE 113 SQ FT ~~AC~~, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

*ACQUIRED IN THE NAME OF THE CITY OF KNOXVILLE, IOWA



LICENSED PROFESSIONAL LAND SURVEYOR
ERIC J. MILLER
19515
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Eric J M 11-21-19
ERIC MILLER DATE:

License number 19515

My License Renewal Date is December 31, 2020

Pages covered by this seal: EXHIBIT "A" ONLY

P Platted
M Measured
R Record
▲ FOUND SECTION CORNER
■ FOUND RIGHT OF WAY RAIL
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 25' 50'

DATE REVISED NOVEMBER 21, 2019

DATE DRAWN OCTOBER 3, 2019 SCALE 1" = 50'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

MARION COUNTY PROJECT NO. NHSN-014-3(52)--2R-63

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7, CENTRAL ESTATES PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00°07'53" EAST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET; THENCE SOUTH 44°51'18" EAST, 21.22 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89°50'30" WEST ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 113 S.F.

NOTE: THE SOUTH LINE OF SAID LOT 7, CENTRAL ESTATES PLAT 1 IS ASSUMED TO BEAR NORTH 89°50'30" WEST.

RESOLUTION NO. 09-39-20

RESOLUTION ACCEPTING EASEMENT FOR THE HIGHWAY 14 RESURFACING PROJECT IN THE CITY OF KNOXVILLE, IOWA

WHEREAS, as part of the City of Knoxville Highway 14 Resurfacing Project in the City of Knoxville, Marion County, Iowa, the City and its Engineers have determined that the construction of the project will require obtaining certain easements in order to complete said construction; and,

WHERESAS, the City has received an easement from the following person as follows:

A. Regency Knoxville LLC

WHEREAS, it is necessary for the City to accept this easement and proceed with recording of same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the above referenced easement for the Highway 14 Resurfacing Project is hereby accepted by the City and the City Clerk is authorized to record said easement with the Marion County Recorder.

PASSED AND APPROVED by the City Council this 8th day of September 2020.

_____
Brian J. Hatch, MAYOR

ATTEST:

_____
Tricia Kincaid, CITY CLERK

Prepared by: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517, Carlisle, IA 50047, 515/989-3263
Name Street Address City, State, Zip Phone

When Recorded Return to:

City of Knoxville.	305 S. Third St.,	Knoxville, IA 50138	(641) 828-0550
Name	Street Address	City,State,Zip	Phone

STORM SEWER AND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF KNOXVILLE, IOWA, a municipal corporation (hereinafter called "City") a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

THE NORTH 25.00 FEET OF THE WEST 85.00 FEET OF THE SOUTH 90 FEET OF THE NORTH 284 FEET OF LOT 7, WHITE'S ADDITION TO THE CITY OF KNOXVILLE, IOWA, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND CONTAINING 0.05 ACRES (2,125 SQUARE FEET).

(hereinafter called 'Easement Area') for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer and a flowage easement, together with all necessary structures and appurtenances thereto, under, over, on, through,, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in

grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE.** For a period of ten (10) years from the date of this Easement the City shall be responsible for any maintenance of the land located within the Easement area based on the improvements the City constructed in the Easement area. At the end of the ten year period, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod, riprap or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 18 day of August, 2020.

Vicky May King, GRANTOR

STATE OF IOWA)
) ss.
COUNTY OF MARION)

On this 18th day of August, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Vicky May King, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed same as her voluntary act and deed.

NOTARIAL SEAL IOWA
BILL METTEE
Commission Number 807276
My Commission Expires
October 31, 2020

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF MARION

I, Tricia Kincaid, City Clerk of the City of Knoxville; Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No._____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2020.

_____
Tricia Kincaid
City Clerk of Knoxville, Iowa

RESOLUTION NO. 09-38-20

RESOLUTION ACCEPTING EASEMENT FOR THE ROCHE STREET CULVERT PROJECT IN THE CITY OF KNOXVILLE, IOWA

WHEREAS, as part of the Roche Street Culvert Project in the City of Knoxville, Marion County, Iowa, the City and its Engineers have determined that the construction of the culvert will require obtaining certain easements in order to complete said construction; and,

WHERESAS, the City has received an easement from the following person as follows:

A. Vicki May King

WHEREAS, it is necessary for the City to accept this easement and proceed with recording of same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the above referenced easement for the Roche Street Culvert Project is hereby accepted by the City and the City Clerk is authorized to record said easement with the Marion County Recorder.

PASSED AND APPROVED by the City Council this 8th day of September 2020.

_____
Brian J. Hatch, MAYOR

ATTEST:

_____
Tricia Kincaid, CITY CLERK

IOWADOT
Form 831240 (08-18)

CHANGE ORDER

For Local Public Agency Projects

No.: 01

Non-Substantial: ☒

Substantial: ☐

Administering Office Concurrence Date

Accounting ID No. (5-digit number): 36521

Project Number: TAP-U-4040(611)--8I-63

Contract Work Type: PCC Sidewalk/Trail

Local Public Agency: City of Knoxville

Contractor: Absolute Concrete Construction, Inc.

Date Prepared: August 18, 2020

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Line Item 0100 - Subtract 0.28 ACRES from "CLEARING AND GRUBBING" from 1 ACRE to 0.72 ACRE.

Line Item 0260 - Increase quantity for "SUBDRAIN, LONGITUDINAL (SHOULDER) 6IN DIA" from 100 LF to 245 LF

Add Line Item 8001 - Add "REMOVAL OF CONCRETE" as a measured CY item.

Add Line Item 8002 - Add second entry for "CLEARING AND GRUBBING" for 0.35 ACRE and a renegotiated unit price due to the inclusion of tree removal.

B - Reason for change:

Plan Revision 1 is being submitted along with this Change Order indicating all items below.

Line Item 0100 - The ERI for this line item indicated that trees over 3" diameter would be felled by others. In an area of 0.28 ACRE, this work was not completed by others.

Line Item 0260 - Subdrain is being added from STA 57+80.00 to STA 59+25.00 to manage water seepage from hillside.

Line Item 8001 - Concrete was found in creek channel in conflict with project. Contractor and City have estimated approximately 8 truck loads, or 80 CY. Work includes excavating, loading, hauling, and disposing of concrete from the channel. Item is to be paid as a measured quantity.

Line Item 8002 - The unit price for 0.28 ACRES of CLEARING AND GRUBBING is being re-negotiated due to the presence of trees over 3". An additional area of 0.07 ACRES also requires clearing and grubbing with trees over 3".

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

Line Item 0100 - A decrease of $5,600.00

Line Item 0260 - An increase of $3,987.50

Line Item 8001 - Negotiated and agreed price is $24.07/CY. An increase of $1,925.60, to be measured.

Line Item 8002 - Negotiated and agreed price is $23,117.14/ACRE. An increase of $8,112.00.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

Line Item 0100 - deduction using contract unit price

Line Item 0260 - using contract unit price

Line Item 8001 - Per BidX, there were only 7 bids for REMOVAL OF CONCRETE with CY quantity in the last 3 years. The unit price ranged from $950/CY to $17,500/CY. The average bid was $6,007/CY and the median bid was $2,000/CY. The total quantities were 5.6 CY and 7.5 CY. The proposed unit price is $24.07/CY, which is reasonable for this project since this is for removal of concrete debris rather than a concrete structure or slab.

Accounting ID No.(5-digit number): 36521

Change Order No.: 01

Line Item 8002 - Per BidX, there were 161 bids for CLEARING + GRUBBING quantities between 0.2 and 0.5 ACRES between August 11, 2019 and August 11, 2020. The unit price ranged from $500 per acre to $100,000 per acre. The average bid was $15,214.58/ACRE and the median bid was $10,000/ACRE. The proposed unit price of $23,117.40 is acceptable for this project since it includes the original $20,000 bid price plus the extra work required for tree removal over 3".

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 7 ☐ Unknown at this time

Justification for selection:
An additional 3 days is attributed to removing concrete and the slowed work effort while crews work around the concrete. An additional 4 days is attributed to Snyder & Associates evaluating the area for potential bat habitat and for the actual time for clearing and grubbing the area.

IOWADOT
Form 831240 (08-18)

Accounting ID No.(5-digit number): 36521

Change Order No.: 01

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0100	2101-0850001 CLEARING AND GRUBBING	$20,000.00	-0.280	-$5,600.00
X		0260	2502-8212036 SUBDRAIN LONGITUDINAL, (SHOULDER) 6 IN. DIA.	$27.50	145.000	$3,987.50
			Add Row Delete Row		TOTAL	-$1,612.50

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
X		8001	2401-7207020	REMOVAL OF CONCRETE (CY)	$24.07	80.000	$1,925.60
X		8002	2101-0850001	CLEARING AND GRUBBING (ACRES)	$23,177.14	0.350	$8,112.00
				10,037.599			
			Add Row	Delete Row		TOTAL	$10,037.60

Signatures will be applied through DocExpress.

Doc Express Document Signing History

Contract: 63-4040-611 Document: CO 01

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
08/28/2020	Alonzo Barkley Absolute Concrete Construction Inc. Electronic Signature (Approved by Contractor (Optional))
08/31/2020	Mindy Moore Snyder & Associates, Inc Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))